



APPENDIX A

AGREEMENT AND DECLARATION OF TRUST

THIS AGREEMENT made effective as of the 1st day of January, 1968, by and between the ST. LOUIS LABOR HEALTH INSTITUTE, a pro forma decree corporation under the laws of the State of Missouri and hereinafter sometimes individually referred to as LHI, or Employer, or Plan "A" Employer, and TEAMSTERS LOCAL 688, which is a voluntary unincorporated association under the laws of the State of Missouri and hereinafter sometimes referred to as Employer or Plan "B" Employer, and RICHARD KAVNER, and JOHN NABOR, and C. E. ROCKENMEYER, each of whom is hereinafter individually referred to as Trustee and collectively referred to as Trustees.

WITNESSETH:

WHEREAS, each of the above-named Employers has adopted a retirement and family protection plan for certain of its employees, the plan for the employees of the LHI being hereinafter referred to as Plan "A" and the plan for the employees of TEAMSTERS LOCAL 688 being hereinafter referred to as Plan "B"; and

WHEREAS, each of the above-named Employers desires that its respective Plan (whether Plan "A" or Plan "B" as the case may be) be administered by the Trustees above-named in a single trust for purposes of convenience and economy for the benefit of the Participants therein; and

WHEREAS, under the respective Plans funds will be contributed to the Trustees, which funds as and when received by the Trustees will constitute a trust fund to be held for the benefit of the Participants in said Plans, and

WHEREAS, the above-named Employers desire the Trustees to hold and administer such funds and the Trustees are willing to hold and administer such funds pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the above-named Employers and the Trustees do hereby covenant and agree as follows:

Article I

1.1. This Trust shall be known as the LHI - 688 Employees' Retirement and Pension Plan.

Article II

2.1. The Trustees shall administer the respective Plans (i.e. Plan "A" and Plan "B") in accordance with the Plan Documents which are attached hereto and incorporated herein by reference as though fully set out and as the same shall from time to time be duly and properly amended.

Article III

3.1. It shall be the duty of the Trustees to receive and invest such funds as are paid to it by the respective Employers as contributions under the Plan Documents; to manage, invest and reinvest the Trust Fund held hereunder; to collect the income of such Trust Fund; and to make payments and transfers from the Trust Fund pursuant to this Agreement and the Plan Documents. However, the Trustees shall not be under any duty to compute the amount of contributions required to be paid by any Employer or to take any steps to collect such amounts as may be due the Trustees under the Plan Documents. Moreover, the Trustees shall be responsible only for the safekeeping and investment of the Trust Fund held by them as Trustees under the

terms of this Trust Agreement, and any liabilities under the respective Plans and Plan Documents shall be satisfied only out of such Trust Fund held by the Trustees hereunder.

3.2. It shall be the duty of each Employer, a party hereto, to pay over to the Trustees from time to time its contributions to the Trust Fund as provided in the Plan Documents; and to keep accurate books and records with respect to its Employees, their compensation, hours worked, and all other information relevant to the correct and accurate ascertainment of benefits under the Plan Documents.

Article IV

4.1. The Trustees shall have the following powers and authority with respect to the Trust Fund held hereunder to be exercised subject, however, to the provisions of Section 4.2 in such manner as the Trustees determine to be in the best interests of the administration of the Plans:

(a) To receive, hold, manage, improve, repair, sell, lease, pledge, mortgage, exchange or otherwise dispose of and deal with all or any part of the Trust Fund upon such terms, prices and conditions as they deem advisable.

(b) To invest and reinvest the Trust Fund in any property or undivested interests therein, wherever located, including bonds, notes (secured or unsecured), stocks of corporations, real estate or any interest therein, annuities and other policies of insurance and any qualified pooled trust upon such terms, prices and conditions as they deem advisable, without being restricted by any statute or rule of law governing the investments in which Trustees may invest funds held by them, and without regard to the proportion which an investment may bear to the entire amount of the Trust Fund.

(c) To purchase upon retirement of a Participant a single premium annuity from a life insurance company, which annuity

shall provide for and guarantee the payment of the benefits specified in Plan "A" or Plan "B" as the case may be, for the retiring pensioner. In such event, the purchase of said single premium annuity shall be subject to the following limitations and restrictions:

- (i) No employee or other person authorized to make any election thereunder shall be permitted to elect an interest-only option;
- (ii) No option shall be permitted to be elected which will extend payments hereunder beyond the life expectancy of an Employee and his spouse;
- (iii) In the event there is or shall be provision made for the election of a joint annuity option, the selection of the annuitant must and shall be limited to the Employee's spouse unless the Plan shall herein elsewhere and otherwise provide that the Employee shall receive more than 50% of his benefits at normal retirement date during his lifetime.

(d) To borrow money upon such terms and conditions and for such purposes as they determine advisable.

(e) To vote in person or by proxy the stocks, securities or other investments which they hold as Trustees and to execute and deliver proxies, powers of attorney and other agreements which they deem advisable; to exchange the securities of any corporation or issuing authority for other securities upon such terms and conditions as they deem advisable; to consent to or oppose any corporate action; to pay all assessments and subscriptions as they deem advisable; to exercise options and, in general, to exercise all respect to all stocks, securities and other investments which they hold as Trustees all rights, powers and privileges as might be exercised by an individual in his own right.

(f) To arbitrate, compromise and adjust claims in favor of or against the Trust Fund upon such terms and conditions as they deem advisable.

(g) To execute such instruments, deeds, leases, mortgages, contracts, agreements, assignments, transfers, bills of sale and other documents of any kind, as they deem advisable.

(h) To retain uninvested cash in the Trust Fund to meet contemplated payments or transfers from the Fund, or temporarily awaiting investment, without liability for interest thereon.

(i) To cause stocks, bonds, securities or other investments to be registered in their name as Trustees hereof, or in the name of a nominee, or to take and keep the same unregistered, but in all such cases they shall be as fully responsible for such stocks, bonds, securities or other investments as if the same were registered in their name as Trustees.

(j) To employ such agents and counsel as they deem advisable or proper in connection with their duties as Trustees and to pay such agents and counsel reasonable fees. No agent or counsel so employed shall be disqualified by reason of any interest in the Trust or in any corporation whose securities comprise a part of the same. The Trustees shall not be liable for the acts of such agents and counsel or for acts done in good faith and in reliance upon the advice of such agents and counsel, provided they have used reasonable care in selecting such agents and counsel.

(k) To exercise all rights of ownership in any contracts of insurance in which any part of the Trust Fund may be placed or invested and pay the premiums or premium (if a single premium) thereon.

(l) To renew or extend or participate in the renewal or extension of any mortgage, upon such terms as may be deemed advisable, and to agree to a reduction in the rate of interest on any

mortgage or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Trust Fund or the preservation of the value of the investment; to waive any default whether in the performance of any covenant or condition of any mortgage or in the performance of any guarantee or to enforce any such default in such manner and to such extent as may be deemed advisable; to exercise and enforce any and all rights of foreclosure, to bid in property on foreclosure, to take a deed in lieu of foreclosure with or without paying a consideration therefor and in connection therewith to release the obligation on the bond secured by such mortgage and to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect to any such mortgage or guarantee. Wherever the word "mortgage" is used herein, it shall be taken to mean and include a deed of trust.

(m) To make, execute and deliver, as Trustees, with or without a provision for no individual liability on their part, any and all deeds, leases, mortgages, conveyances, contracts, waivers, releases or other instruments in writing necessary or proper for the accomplishment of any of the foregoing powers.

(n) To pay out of the Trust Fund all real and personal property taxes and other taxes of any and all kinds levied or assessed under existing or future laws upon or in respect to the Trust Fund, or any money, property, or securities forming a part thereof.

4.2. Notwithstanding anything to the contrary in this ARTICLE IV or any other section of this Trust Agreement, the Trustees shall not have power:

(a) To divert any part of the Trust Fund to any purpose other than for the exclusive benefit of Participants, former Participants, and beneficiaries under the respective Plans and Plan Documents attached hereto and incorporated herein by reference.

(b) To lend any part of the Trust Fund without adequate security and a reasonable rate of interest, to; to pay any compensation in excess of a reasonable allowance for services actually rendered, to; to make any purchase of securities or other property at more than fair market value, from; to sell any securities or other property for less than fair market value, to; to make any part of the Fund available on a preferential basis, to; or to engage in any other transaction which results in a substantial diversion of any part of the Trust Fund, to: the aforementioned Employers (or any of them) either individually or collectively.

Article V

5.1. All payments of benefits shall be made exclusively from the assets of the Trust Fund as they be constituted at the time or times of payment, or in the Trustees' discretion from the insurance company (if any) from whom the Trustees shall have purchased a single premium annuity policy; and no person shall be entitled to look to any other source (except those herein mentioned) for such payments.

5.2. The Trustees shall be entitled to pay any and all expenses of administering the Trust Fund held hereunder out of the income or principal of the Trust Fund to the extent that such expenses are not paid by an Employer or the Employers who are parties hereto.

5.3. In case of doubt concerning the course of the administration of the Trust Fund, the Trustees may request advice from their professional advisors (whether legal, accounting, actuarial or otherwise) and shall be fully protected in relying upon such advice when given.

5.4. Payments required to be made by the Trustees may be made by mailing by first class mail to the person to whom such payment should be made at the addresss of such person, supplied to the Trustees by the applicable Employer.

Article VI

6.1. The Trustees shall keep accurate and detailed accounts of all investments, receipts and disbursements and other transactions hereunder. All accounts, books and records relating thereto shall be open to inspection by any person or persons designated by any Employer, a party hereto, or any Participant, former Participant, or beneficiary under the Plan Documents at any reasonable time.

6.2. As promptly as possible and in any event within 90 days following the close of each fiscal year, the Trustees shall file with Employers and each of them a written account setting forth all sales and purchases of investment assets, all receipts and disbursements, and all other transactions effected by them during such fiscal year, including a description of the assets purchased and sold with the cost or net proceeds of purchases and sales and a statement of accrued interest paid and received; showing all cash, securities, and other properties held in the Trust Fund as of the end of such fiscal year; showing the profits or losses from sales of assets in the Trust Fund; and showing the market value as of the close of business on the last day of such fiscal year of the assets held in the Trust Fund. Such written account shall also be kept available for inspection upon reasonable notice and at reasonable times by any person or persons designated by a Participant, former Participant, or beneficiary under the Plan Documents.

6.3. After the written account referred to in 6.2 above has been in the hands of the Employers for 90 days, and has been otherwise available for inspection as provided herein for a period of at least 90 days, the accounting by the Trustees shall become binding upon all parties in interest under this Trust Agreement and under the Plan Documents, except as to such acts and transactions reported in such reports as to which the Employer or any other interested party shall file within such 90 days period a written statement claiming actual bad faith, fraud, or dishonesty on the part of the Trustees or any of them.

Article VII

7.1. The Trustees shall not be required to give any bond as Trustees or to qualify before, be appointed by, or account to any court of law in the exercise of their powers hereunder.

7.2. The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties as Trustees hereunder, but shall not be liable for any mistake of judgment or other action (or omission thereof) taken in good faith, or for any loss, unless resulting from their own fraud, dishonesty, or actual bad faith.

7.3. Without limiting the generality of the foregoing, no Trustee shall be liable for the acts of omission of any other Trustee or of any officer, agent or employee selected with reasonable care, nor for loss incurred through investments of the Trust's money or failure to invest (except as above-stated). No Trustee shall be required to furnish bond or other security, but the Trustees may, by resolution duly adopted, provide for fidelity bonds with such companies and in such amounts, as they may determine, for Trustees or other persons who shall be authorized to receive or withdraw funds from the Trust Fund. Every person who is or shall be or shall have a Trustee of this Trust (and his personal representative) shall be indemnified by the Trust against all costs and expenses reasonably incurred by or imposed upon him in connection with or resulting from any action, suit or proceeding to which he may be made a party by reason of his being or having been a Trustee of this Trust or of any subsidiary or affiliate thereof, except in relation to such matters as to which he shall finally be adjudicated in such action, suit or proceeding to have acted in bad faith and to have been liable by reason of willful misconduct, fraud, or dishonesty in the performance of his duty as such Trustee. "Costs and expenses" shall include, but without limiting the generality thereof, attorney's fees, damages, and reasonable amounts paid in settlement.

Article VIII

8.1. The Trustees shall receive from the Trust Fund no compensation for their services in administering the Trust Fund but shall be reimbursed for their expenses properly incurred in connection with their duties.

8.2. The Trustees may employ or retain and prescribe the authorities and duties of accountants, legal counsel, actuaries, investigators, clerks, investment counsellors, and other advisors, agents and employees and procure any special services. The expense of such Trustee and the expenses and compensation of each person employer or retained as aforesaid, and the cost of any special services, shall be subject to approval by the Trustees, and if so approved, shall be paid from the trust property.

Article IX

9.1. Employers who are parties hereto may be unanimous action alter, amend or terminate this Trust Agreement at any time and in any manner for any reason without the consent of the Trustees or any other person, provided that such amendment or termination shall at all times be subject to the provisions of Article VII and Article VIII of Plan "A" and Plan "B" (constituting the Plan Documents) as the same shall be from time to time amended, and provided that no amendment affecting the rights, duties or responsibilities of the Trustees shall be adopted without the unanimous written consent of the Trustees. Any such amendment shall become effective as of the date provided in the amendment upon delivery of the written instruction of amendment as adopted by the unanimous action of the Employers (parties hereto) to the Trustees and the endorsement of the Trustees of their written agreement thereto.

Article X

10.1. The Employers, parties hereto, by unanimous action reserve the right to discharge any or all Trustees at any time by giving 30 days written notice thereto to the Trustee or Trustees so discharged.

10.2. Each Trustee reserves the right to resign as Trustee at any time by giving 30 days written notice thereof to the Employers who are parties hereto.

10.3. In the event of discharge or resignation of a Trustee or Trustees the Employers who are parties hereto shall be unanimous action, evidenced by an instrument in writing, appoint a successor Trustee or Trustees who shall succeed to all the rights, duties and responsibilities of a Trustee under this Trust Agreement. In such event the Trustee or Trustees shall be deemed discharged of all duties under the Trust Agreement and responsibilities for the Trust Fund.

10.4. The term Trustee or Trustees as used herein shall include any successor Trustee or Trustees; and any successor Trustee or Trustees shall have the same powers and duties as those conferred upon a Trustee or Trustees named in this Agreement.

Article XI

11.1. This instrument and the Trust herein created shall be termed a Missouri Trust and the validity, construction and effect thereof shall be governed by Missouri law. The Trustees shall be liable to account only in courts having jurisdiction in the State of Missouri and all contributions to the Trustees shall be deemed to take place in the State of Missouri.

11.2. The Trustees may at any time initiate an action or proceeding for the settlement of their accounts or for the deter-

mination of any question of construction which may arise or for instructions; and the only necessary parties defendant to such action (unless the same shall be contrary to Missouri law) shall be the Employers (except that the Trustees may, if they so elect, bring in as parties defendant any other person or persons).

11.3. It is the intent of the parties that this Trust be a trust exempt from income taxation under the federal income tax laws, and any ambiguities in construction shall be resolved in favor of interpretations which will effectuate such intention.

11.4. Anything herein to the contrary notwithstanding those provisions in the Plan Documents which define the rights, duties, and responsibilities of the Trustees and the rights of the Participants, former Participants and pensioners are herein incorporated by reference as though fully set out. To the extent (if any) that the provisions of said Plan Documents shall conflict with the provisions of this Agreement and Declaration of Trust, the provisions of this Agreement and Declaration of Trust shall be deemed to prevail and be binding upon all parties in interest.

St. Louis Labor Health Institute,
a corporation

by _____
Plan "A" Employer

Teamsters Local 688

by _____
Plan "B" Employer

— A-13 —

Accepted as of the 1st day of January, 1968

Trustees

APPENDIX B

PLAN "B"

Article I — Definitions

- 1) Plan "B" shall refer to the retirement and pension plan as described herein or as hereafter amended.
- 2) Effective date means January 1, 1968.
- 3) Trust Agreement shall refer to the Trust created by the Agreement and Declaration of Trust made and entered into effective as of January 1, 1968 (and as amended from time to time) by and between Teamsters Local 688 (a voluntary unincorporated association organized and operating under the laws of the State of Missouri) as the Plan "B" employer and the Trustees of the LHI - 688 Employees' Retirement and Pension Plan.
- 4) Trust Fund shall refer to all property of whatever nature which has been created by the Trust Agreement.
- 5) Employer, for the purposes of Plan "B", shall mean Teamsters Local 688 of the International Brotherhood of Teamsters, sometimes hereinafter referred to as Employer or as the Plan "B" Employer.
- 6) Trustees shall mean the Trustees designated in the Trust Agreement together with their successors designated and appointed in accordance with the terms of the Trust Agreement.
- 7) An employee, as herein defined for the purposes of Plan "B", shall mean any person regularly employed by the Plan "B" Employer whose customary hours are not less than thirty-five hours in any one week and for whom pension benefits have not otherwise been provided by virtue of required payments by the Plan "B" Employer pursuant to a collective bargaining agreement.

8) Covered Employment under Plan "B" prior to the Effective Date shall mean: (1) employment by the Plan "B" Employer as herein provided or (2) service in the armed forces of the United States under Selective Service or during a war or international police action if service was entered from covered employment as defined in sub-paragraph 1 next preceding.

9) Covered Employment under Plan "B" on or after the Effective Date shall mean employment by the Plan "B" Employer.

10) Year of Employment shall mean:

a) A calendar year prior to the Effective Date, including the calendar year in which the Effective Date occurs, in which an employee had at least 300 hours of covered employment for the Plan "B" Employer or 10 weeks in the armed forces of the United States; or

b) A calendar year subsequent to the Effective Date, including the calendar year in which the Effective Date occurs, in which contributions for a period of at least 20 weeks have been paid to the Pension Fund by the Plan "B" Employer on behalf of its employee.

11) A Break in Service within the meaning of Plan "B" shall occur when an employee of the Plan "B" Employer has left the service of said Employer for a period of at least 52 consecutive weeks. No Break in Service shall be deemed to have taken place by virtue of a leave of absence authorized in writing by the Employer or a leave of absence caused by an Employee's active service in the armed forces of the United States, as specifically stated in the sentence next following. Any Employee who leaves the service of the Plan "B" Employer to enter the armed forces of the United States of America during a period of national emergency or who enters such armed forces at any time through the operation of a compulsory military service law of the United

States of America shall be deemed to be on leave of absence authorized by the Plan "B" Employer (just as effectively as if in writing and approved by said Employer) during the period of his service in such armed forces and during any period after his discharge from such armed forces in which his re-employment rights are guaranteed by law. All leaves of absence granted by the Employer to Employees shall be granted on a uniform and consistent basis uniformly and consistently applied with respect to all Employees so that all Employees shall be treated in this respect on a non-discriminatory basis.

12) Continuous Service Shall mean covered employment under Plan "B" prior to retirement calculated from the employee's last employment or re-employment date following the last break in service.

13) Normal Retirement Date under Plan "B" shall mean January 1, 1971, or the date an employee of the Plan "B" Employer attains his 57th birthday, or the date said employee completes 20 years of continuous service, or the date said employee completes 3 years of continuous service under Plan "B", whichever last occurs.

14) Retirement Benefit shall mean the pension benefit provided for under Plan "B".

15) Disability Benefit shall mean the disability benefit provided for under Plan "B".

16) Pensioner shall mean an employee of the Plan "B" Employer who has applied for and is qualified for a retirement benefit.

17) The masculine pronoun whenever used shall include the feminine pronoun.

Article II — Eligibility

1) Every employee (as defined herein) of the Plan "B" Employer shall be a member of the Pension Plan, known and referred to herein as Plan "B".

2) Each employee of the Plan "B" Employer shall be deemed conclusively for all purposes to have assented to the terms of the Pension Plan and shall thereby be bound with the same force and effect as if he had executed it as a party thereto. Membership in the Pension Plan shall be deemed to continue until there has been a break in service.

Article III — Payment of Benefits

1) An employee (as defined herein) of the Plan "B" Employer who has reached the Normal Retirement Date shall be eligible for the retirement benefit provided for by Plan "B", if at retirement:

a) He has attained age 57; and

b) He has completed 20 years of continuous service with the Plan "B" Employer; and

c) He has completed 3 years of continuous service under Plan "B" as an employee of the Plan "B" Employer.

2) The retirement benefit to be provided for by Plan "B" on retirement on or after the Normal Retirement Date shall consist of a retirement income payable for the remaining life of the pensioner as follows:

a) For an employee who has completed at least 20 years of continuous service with the Plan "B" Employer and at least 3 years of continuous service under Plan "B" as an employee of the Plan "B" Employer,

- i) \$300.00 payable monthly for a period of 60 months next succeeding normal Retirement Date, said benefit to be paid and payable in any and all events whether or not the pensioner shall survive said 60 month period;
- ii) \$110.00 payable monthly thereafter for so long as the pensioner shall survive.

3) An employee of the Plan "B" Employer may continue in service after his Normal Retirement Date with the approval of the Plan "B" Employer. In the event of service beyond his Normal Retirement Date no payments of such employee's retirement benefits shall be made to him while he is still employed by the Plan "B" Employer. Upon actual retirement, he shall receive a pension in accordance with (a) next preceding. In the event of death after Normal Retirement Date but while still in the employment of the Plan "B" Employer (i.e. prior to retirement by virtue of the provisions herein stated for postponed retirement), the employee's spouse or spouse's estate or his estate or personal representative shall receive whatever pension benefits would have been paid to the employee during the 60 months next succeeding his Normal Retirement Date and in the same manner and pursuant to the same schedule of payments.

4) An employee of the Plan "B" Employer (a) who becomes totally and permanently disabled (as hereinafter defined) and (b) who becomes entitled to disability benefits payable under Title II of the Social Security Act (as evidenced by a Certificated of Social Insurance Award) shall be eligible for a disability benefit. The disability benefit provided for by Plan "B" shall consist of a disability income payable during the total and permanent disability of the said employee (so long as it shall exist) in a monthly amount of \$100.00. The first payment shall be made forthwith upon receipt of due proof of such disability by the Trustees and shall include such amounts as are necessary to pay said \$100.00 per month to the said employee for the month

in which the disability became total and permanent, as herein defined. Disability shall be deemed to be total and permanent whenever the employee of the Plan "B" Employer is wholly disabled by bodily injury or disease and will be permanently, continuously, and wholly prevented thereby from engaging in any occupation and performing any work for wage or profit. Evidence of disability, as herein defined, shall be certified in writing to the Plan "B" Employer by a reputable physician or surgeon selected by the Employer and licensed to practice medicine in the State of Missouri; once given, the certification of said physician or surgeon shall be binding upon the Employer, the Employee, and all other persons privy to their interests or affected by said determination.

5) The retirement benefit, under Plan "B", upon approval of a pensioner's application, shall be payable monthly beginning on the first day of the calendar month following the date of his retirement or on January 1, 1971, whichever is later. Anything to the contrary herein notwithstanding, in the event there shall be an amendment to the Plan increasing the benefits thereof, said increased benefits shall be paid and made available as of the effective date thereof to each and every pensioner still alive who has already retired under said Plan, so long as the Trustees shall first receive a written opinion from a qualified actuary that the payment of said increased benefits to persons already retired are actuarially sound and so long as said payments of increased benefits to such persons already retired do not violate any rules or regulations of the Internal Revenue Service or adversely affect the tax-exempt status of the Trust and Plan.

6) In case any benefit payments hereunder become payable to a person adjudicated incompetent or, by reason of mental or physical disability, in the opinion of the Trustees, who is unable to administer properly such payments, then such payments may be paid out by the Trustees for the benefit of such person in such of the following ways as they think best, and the Trustees

shall have no obligation or duty to see that the Funds are used or applied for the purpose or purposes for which paid:

- a) directly to any such person;
- b) to the legally appointed guardian or conservator of such person;
- c) to any spouse, parent, brother or sister of such person for his welfare, support and maintenance;
- d) by the Trustees using such payments directly for the support, maintenance, and welfare of any such person.

7) All applications for retirement, disability or death benefits must be made in writing, in the form and manner prescribed by the Trustees. Any misrepresentation by the applicant will constitute grounds for the denial of all benefits for the applicant or for the cancellation or recovery of benefit payments made in reliance thereon.

8) Application for retirement benefits shall be filed with the Trustees within a reasonable period after the effective date of the employee's retirement.

9) A pensioner who becomes re-employed by the Plan "B" Employer shall forfeit all right to benefit payments due on or after the first day of such employment. If the said employee again retires and reapplys for retirement benefit, and is otherwise qualified, subsequent benefit payments will begin on the first day of the calendar month which is more than 60 days after his subsequent retirement date. The retirement benefits of such an Employee who is re-employed, as set forth in this paragraph, shall in no event duplicate the benefits previously received or forfeited by him, or the right thereto, or result in any discriminatory increase of benefits to him or in his favor by virtue of his said re-employment, it being the clear intention of this Plan that in no event shall there be a duplication of benefits for any Employee, whether re-employed as herein stated or otherwise.

Article IV — Contributions

- 1) The Plan "B" Employer shall make continuing and prompt payments to the Trust Fund in the amount of \$10.00 per week for each employee (as defined herein) until January 1, 1970, when said weekly payment for each employee shall become \$12.50, unless and until said amount is changed by agreement between the said Employer and the Trustees. Any such change shall be prospective only and shall not lessen the obligation of the said Employer for contributions already accrued prior to the date of any such change.
- 2) Any and all contributions made by the Plan "B" Employer shall be irrevocable and shall be transferred to the Trustees and held as provided in this Pension Plan, known as Plan "B", and Trust Agreement to be used in accordance with the provisions of this Plan in providing the benefits and paying the expenses of the Pension Plan. Neither such contributions nor any income therefrom shall be used for or diverted to purposes other than the exclusive benefit of the employees or pensioners and for the payment of administration expenses of the Pension Plan.
- 3) Any forfeitures arising by death or otherwise shall be used to reduce future contributions and shall not be used to increase benefits of the employees.

Article V — Administration

- 1) The general administration of Plan "B" and the responsibility for carrying out its provisions shall be placed in the Trustees in accordance with the terms of Plan "B" and the Trust Agreement.
- 2) All rules, regulations, decisions and interpretations adopted by the Trustees shall be binding upon all parties dealing with the Trust Fund and all persons claiming benefits hereunder.

- 3) The assets of the Plan shall be conserved, invested and disbursed by the Trustees pursuant to the terms of Plan "B" and the Trust Agreement.
- 4) Every application for retirement, disability, termination or death benefits shall be made at the discretion of the Trustees. The Trustees shall be the sole judges of the standard of proof required in any case, except as herein otherwise specifically provided.
- 5) All benefit payments to Participants, if and when such payments shall become due, shall, except as to persons under legal disability, be paid to such Participants in person and shall not be grantable, transferable or otherwise assignable in anticipation of payment thereof, in whole or in part, by the voluntary or involuntary acts of any such Participants or by the operation of law, and shall not be liable or taken for any obligation of such Participants.

Article VI — Construction

The Trust Agreement and Pension Plan, known as Plan "B", are created and accepted in the State of Missouri. All questions pertaining to the validity or construction of the Trust Agreement and Plan "B" and the accounts and transactions of the parties shall be determined in accordance with the laws of the State of Missouri. Should any provision contained in the Trust Agreement or Plan "B" be held unlawful, such provision shall be of no force and effect, and the Trust Agreement or Plan "B" shall be treated as if such portion had not been contained herein.

Article VII — Vesting-Amendment Termination

- 1) No employee of the Plan "B" Employer or other person shall have any vested interest or right in the Trust Fund or in any payments from the Trust Fund. However, the rights of any per-

son who has become eligible for benefits hereunder by fully meeting the requirements of Plan "B" shall not be affected, changed or altered by any amendment to the Plan, unless the Trust Fund, in the opinion of the Trustees, is inadequate to meet the payments due. In such event, the Trustees shall determine whether benefits shall be reduced or the Trust terminated; however, nothing herein contained shall permit the reduction of benefits of a pensioner already retired for whom a single annuity policy has been purchased.

2) The Plan, referred to herein as Plan "B", may be amended by the Trustees from time to time provided that such amendments comply with the applicable sections of the then applicable Internal Revenue Code, and the purposes as set forth in the Trust Agreement.

3) In case of termination of the Plan, there shall be an actuarial revaluation of the Pension Plan. The method used to make the actuarial revaluation as of date of termination and discontinuance of contributions shall be as follow:

a) The single premium (including provisions for administrative expense) needed as of the date of discontinuance without further contributions to provide full benefits under the Plan to Participants already in retirement and receiving pensions.

b) The single premium (including provisions for administrative expense) needed as of the date of discontinuance without further contributions to provide benefits (in accordance with the foregoing) for all employees eligible for retirement but who have not yet retired, as if they had retired upon the date of such termination (but without the necessity of retiring).

If the remaining value of the holdings of the Trust Fund (allocable to Plan "B") after payments, as set forth in (a) above is not sufficient to pay the total of such single premiums, set forth in (b) above, the proportion which the remaining value of

the holdings of the Trust Fund (allocable to Plan "B") at date of discontinuance, after deductions, as set forth in (a) above, bears to the total of said single premiums for employees not in retirement computed as here set forth in this paragraph (b) shall become the proportion used to obtain the benefits provided for said employees not in retirement payable from the Trust Fund (allocable to Plan "B") after the date of discontinuance of the Plan.

4) In case of termination, payments shall be made to employees in accordance with the actuarial revaluation as set forth in 3(a) and 3(b) above, and in that order. In the event that the remaining value of holdings are not sufficient to pay employees already in retirement under 3(a) above, the entire Trust Fund (allocable to Plan "B") shall be used for that purpose so that all employees in retirement shall be treated equally and shall receive the same proportion of the full benefits to which they would be otherwise entitled. But nothing herein contained shall permit the reduction of benefits for pensioner already retired for whom a single permium annuity has been purchased.

5) In case of termination and if after payments in full in accordance with actuarial revaluations set forth in 3(a) and 3(b) above, there shall remain a surplus (allocable to Plan "B") in cash, securities or other properties in the hands of the Trustees, they shall distribute the surplus equally among all Plan "B" employees, both those not in retirement and those in retirement.

6) No modification or termination of this Plan shall permit the Employer to acquire any rights or benefits from monies paid the Trustees or to deprive the Participants of, or forfeit any of the benefits of this Agreement arising from contributions already made.

7) The interest of each Plan "B" Employee shall become completely vested upon the termination of this Plan "B" or upon the permanent discontinuance of contributions by the Plan "B" Employer.

Article VIII — Prevention of Discrimination

1) Notwithstanding any provisions in this Agreement to the contrary, during the first ten years after the Effective Date hereof, the benefits provided by contributions for employees whose annual benefit provided by such contributions will exceed \$1,500.00, but applicable only to the twenty-five highest paid employees as of the time of establishment of the Plan (including any such high-paid employees who are not employees at that time but may later become employees) shall be subject to the following conditions:

2) (a) Such benefits shall be paid in full, including any withdrawal values available to a living employee and any death or survivor's benefits on behalf of an employee who dies after retirement, which have been provided by contributions not exceeding the larger of the following amounts:

(i) \$20,000.00; or

(ii) An amount equal to 20% of the first \$50,000.00 of the employee's average regular annual compensation multiplied by the number of years since the Effective Date of this Agreement.

(b) If the Plan is terminated or the full current costs thereof have not been met at any time within ten years after the Effective Date, the benefits which any of the employees described in sub-paragraph (1) above may receive from the contributions shall not exceed the benefits set forth in (a) herein.

(c) If an employee described in sub-paragraph (1) above leaves the employ of the employer when the full current costs have been met, the benefits which he may receive from contributions shall not at any time, within the first ten years after the Effective Date, exceed the benefits set forth in (a) herein.

(d) These conditions shall not restrict the full payment of any insurance, death or survivor's benefits on behalf of an

employee who dies while the Plan is in full effect and its full current costs have been met.

(e) These conditions shall not restrict the current payment of full retirement benefits called for by the Plan for any retired employee while the Plan is in full effect and its full current costs have been met.

(f) In the event of termination of the Plan within ten years after the Effective Date, distributions to all employees other than the employees described in sub-paragraph (1) above shall include an equitable apportionment among such other employees of all excess benefits purchased by contributions for the employees described in sub-paragraph (1) above, in the following manner: To each such other employee in the ratio of the contributions on his behalf to total contributions to all employees among whom such distribution is being made.

(g) If the benefits of or with respect to any employee shall have been suspended or limited in accordance with sub-paragraph (1) above because the full current costs of the Plan shall not then have been met, and if such full current costs shall thereafter be met, then the full amount of the benefits payable to such employee shall be resumed and parts of such benefits which have been suspended shall then be paid in full.

Certificate of Communication of Plan to Employees

State of Missouri }
City of St. Louis } ss

The undersigned President of St. Louis Labor Health Institute does hereby certify that the Pension Plan of such corporation, executed on August 27, 1968, was communicated to

all eligible employees on August 27, 1968, by delivery of a description of such Plan to all such employees, a copy of which is attached hereto, together with notification that a copy of the Plan is available for inspection at the office of the corporation.

President

Sworn to and subscribed before me on this _____ day of
_____, 1968.

APPENDIX C

ST. LOUIS LABOR HEALTH INSTITUTE
EMPLOYEES PENSION PLAN (PLAN "A")

AND

TEAMSTERS LOCAL 688
EMPLOYEES PENSION PLAN (PLAN "B")

St. Louis Labor Health Institute
Employees Pension Plan (Plan "A")
And
Teamsters Local 688
Employees Pension Plan (Plan "B")
(As amended effective January 1, 1968)

Preamble

Effective January 1, 1968, an Agreement and Declaration of Trust was made and entered into by the St. Louis Labor Health Institute, a pro forma decree corporation under the laws of the State of Missouri, and Teamsters Local 688, a voluntary unincorporated association under the laws of the State of Missouri, with Richard Kavner, John Naber and Phillip Goodwilling, as Trustees.

Under the provisions of this Agreement and Declaration of Trust, the Trustees agreed to administer and to receive and hold, under a single trust, contributions under the St. Louis Labor Health Institute Employees Pension Plan (Plan "A") and the Teamsters Local 688 Employees Pension Plan (Plan "B").

Since the Plans' inception contributions by the employers have been increased, and an improvement in benefits for Participants under the Plans is now feasible. In addition, it is anticipated that benefits will now be payable under the group annuity contract entered into between the Trustees and an insurance carrier.

In order to accomplish the anticipated revision in the Plans, effective January 1, 1968, they are hereby amended in their entirety. The Plans, as amended effective January 1, 1968, shall be evidenced exclusively by the plan of retirement benefits contained in the following pages.

In no event will any Participant under the Plans receive less at Normal Retirement Date than had accrued to him under the Plans as originally stated.

Adoption And Execution Of Plan

To record the establishment of the Plans, as amended effective as of January 1, 1968, in accordance with the Agreement and Declaration of Trust, and their adoption by the respective Employers, the undersigned, being duly authorized to act on behalf of St. Louis Labor Health Institute and Teamsters Local 688, respectively, and as the Trustees appointed and acting under the Agreement and Declaration of Trust, have executed this document at St. Louis, Missouri, on March 18, 1971.

(As to Plan "A")

(As to Plan "B")

(As Employer) St. Louis
Labor Health Institute

(As Employer) Teamsters
Local 688

By /s/ John Naber
Title Sec. Tres.

By /s/ John Naber
Title President

The Trustees of the LHI - 688
Employees Retirement And Pension Plan Trust

/s/ John Naber
Trustee

/s/ Richard Kavner
Trustee

/s/ Philip L. Goodwilling
Trustee

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St. Louis Labor Health Institute
Employees Pension Plan (Plan "A")
And
Teamsters Local 688
Employees Pension Plan (Plan "B")

Article 1 Definitions

- 1.1 "*Plan*" is the plan of retirement benefits hereby established, as evidenced herein, to be known as the St. Louis Labor Health Institute Employees Pension Plan (Plan "A"), with respect to employees of the St. Louis Labor Health Institute, and the Teamsters Local 688 Employees Pension Plan (Plan "B"), with respect to employees of Teamsters Local 688, as evidenced herein, including any amendments thereto. The effective date of the Plan is January 1, 1968.
- 1.2 "*Trust Agreement*" is the Agreement and Declaration of Trust made and entered into effective January 1, 1968, by the St. Louis Labor Health Institute and Teamsters Local 688 with Richard Kavner, John Naber and Phillip Goodwilling, as Trustees, and establishing the LHI-688 Employees Retirement and Pension Plan Trust.
- 1.3 "*Employer*" is the St. Louis Labor Health Institute, with respect to Participants under the St. Louis Labor Health Institute Employees Pension Plan (Plan "A"), and Teamsters Local 688, with respect to Participants under the Teamsters Local 688 Employees Pension Plan (Plan "B").
- 1.4 "*Related Employer*" is Teamsters Local 688, with respect to Participants under the St. Louis Labor Health Institute Employees Pension Plan (Plan "A"), and the St. Louis Labor Health Institute, with respect to Participants under the Teamsters Local 688 Employees Pension Plan (Plan "B").
- 1.5 "*Trustees*" are the Trustees of the Pension Fund and their successors designated and appointed in accordance with the Trust Agreements.
- 1.6 "*Pension Fund*" is the Trust Fund established under the Trust Agreement with respect to the Plan and known as the LHI-688 Employees Retirement and Pension Plan Trust Fund.

1.7 “*Employee*” is any person in the regular employ of the Employer on a permanent, full-time basis who is not specifically excluded under this Article 1.7. The term “*Employee*” does not include any of the following:

- (a) A Part-Time Employee. A Part-Time Employee is an employee who works less than thirty-five hours of regularly scheduled work per week.
- (b) A temporary or seasonal employee. A temporary or seasonal employee is an employee who works less than twenty weeks of regularly scheduled work per calendar year.
- (c) An employee of the St. Louis Labor Health Institute for whom the Employer is making contributions under another qualified pension plan pursuant to a collective bargaining agreement.

1.8 “*Part-Time Employee*” is any person in the regular employ of the St. Louis Labor Health Institute on a permanent basis who is not an Employee or specifically excluded under this Article 1.8. The term “*Part-Time Employee*” does not include any of the following:

- (a) A temporary or seasonal employee. A temporary or seasonal employee is an employee who works less than twenty weeks of regularly scheduled work per calendar year.
- (b) An employee for whom the Employer is making Contributions under another qualified pension plan pursuant to a collective bargaining agreement.

1.9 “*Participant*” is any Employee or Part-Time Employee participating in the Plan, including former employees or part-time employees who are receiving or who are entitled to receive benefits under the Plan.

1.10 "*Effective Date*" is the effective date of the Plan, which is January 1, 1968.

1.11 "*Credited Service*" is the period of an Employee's or Part-Time Employee's service with the Employer or the Related Employer which may be used for the purpose of computing the amount of retirement annuity to which the Participant is entitled under the Plan. "*Credited Service*" will be the sum of a Participant's Credited Past Service and his Credited Future Service and will be determined in accordance with the following:

(a) *Credited Past Service* - Each Employee who is in the employ of the Employer on the Effective Date will be credited with one year of Credited Past Service for each calendar year prior to the Effective Date in which he had at least 300 hours of continuous employment as an Employee or ten weeks in the armed forces of the United States.

Each Part-Time Employee who is in the employ of the Employer on the Effective Date will be credited with one year of Credited Past Service for each calendar year prior to the Effective Date in which he had at least 200 hours of continuous employment as a Part-Time Employee or ten weeks in the armed forces of the United States.

(b) *Credited Future Service* - Each Employee or Part-Time Employee will be credited with one year of Credited Future Service for each Plan Year in which contributions for a period of at least twenty weeks have been made to the Pension Fund by the Employer.

(c) Subject to the following conditions, continuous employment on a full-time basis with the Related Employer will be counted on the same basis as his continuous employment as an Employee or Part-

Time Employee with the Employer in determining an Employee's or Part-Time Employee's Credited Service:

- (1) Not more than one year of Credited Service may be earned in any one calendar year.
- (2) At least three years of Credited Service must be earned as an Employee or Part-Time Employee of the Employer.
- (3) At his retirement date and for a period of two years next prior thereto the Employee or Part-Time Employee must have been an Employee or Part-Time Employee of the Employer.

(d) Except as stated in (1) and (2) below, an Employee's or Part-Time Employee's Credited Service will be broken if the Employee or Part-Time Employee leaves the service of the Employer and the Related Employer for a period of at least fifty-two consecutive weeks.

- (1) Credited Service will not be broken if the Employee or Part-Time Employee is on a leave of absence authorized in writing by the Employer or the Related Employer or is totally and permanently disabled as defined in Article 6.3. All leaves of absence granted by the Employer to Employees and Part-Time Employees will be granted on a uniform and consistent basis uniformly and consistently applied with respect to all Employees and Part-Time Employees so that all Employees and Part-Time Employees will be treated in this respect on a non-discriminatory basis.

(2) Any Employee or Part-Time Employee who leaves the service of the Employer or the Related Employer to enter the armed forces of the United States of America will be considered to be on leave of absence authorized by the Employer (just as effectively as if in writing and approved by the Employer) during the period of his service in such armed forces and during any period after his discharge from such armed forces in which his re-employment rights are guaranteed by law.

1.12 "*Plan Year*" is each succeeding twelve month period from January 1, 1968, the last day of the first Plan Year being December 31, 1968.

1.13 "*Insurance Company*" is the insurance carrier selected in accordance with Article 8.1 to issue the group annuity contract financing the benefits provided under the Plan.

1.14 "*Pension Contract*" is the group annuity contract between the Insurance Company and the Trustee which is issued in connection with the Plan.

1.15 "*Employer Contributions*" are contributions which the Employer makes irrevocably to the Pension Fund for the purposes of the Plan, in accordance with the Trust Agreement.

1.16 The masculine gender includes the feminine wherever appropriate.

Article 2 Participation

2.1 *Eligibility.* Each Employee or Part-Time Employee will automatically become a Participant on the later of the following dates.

(a) The Effective Date.

(b) The date the Employee or Part-Time Employee becomes an Employee or Part-Time Employee for whom contributions are being made in accordance with the Trust Agreement.

2.2 *Continuing Membership.* Each Participant will be deemed conclusively and for all purposes to have assented to the terms of the Plan and will be bound with the same force and effect as if he had been a party to the execution of the Plan. A Participant's membership in the Plan will be deemed to continue until a break occurs in the Participant's Credited Service.

Article 3 Retirement Date

3.1 *Normal Retirement Date (St. Louis Labor Health Institute).* The Normal Retirement Date for a Participant then in the employ of the St. Louis Labor Health Institute will be the first day of the month coinciding with or next following the latest of the following dates:

(a) The Participant's 65th birthday.

(b) The date the Participant completes twenty years of Credited Service.

(c) The date the Participant completes five years of participation in the Plan.

3.2 *Normal Retirement Date (Teamsters Local 688).* The Normal Retirement Date for a Participant then in the employ of Teamsters Local 688 will be the first day of the month coinciding with or next following the latest of the following dates:

(a) The Participant's 57th birthday.

(b) The date the Participant completes twenty years of Credited Service.

- (c) The date the Participant completes two years of participation in the Plan.

3.3 Postponed Retirement Date. A Participant may elect a Postponed Retirement Date and remain in the active service of the Employer after his Normal Retirement Date. Such Postponed Retirement Date may be the first day of any month following his Normal Retirement Date. In this case, the Participant's retirement annuity payments will commence at his Postponed Retirement Date in an amount as determined under Article 4.4 or 4.5, as applicable.

Article 4 Retirement Benefits

4.1 Normal Retirement Annuity. If a Participant retires at his Normal Retirement Date, he will be entitled to receive a Normal Retirement Annuity in an amount as determined under Article 4.2 or 4.3, as applicable. The Normal Retirement Annuity will be payable as a monthly annuity on the normal annuity form described in Articles 4.2 or 4.3, as applicable, with the first monthly payment payable on the Normal Retirement Date, if the Participant is then living.

4.2 Amount and Form of Normal Retirement Annuity (St. Louis Labor Health Institute). The amount of Normal Retirement Annuity for a Participant in the employ of the St. Louis Labor Health Institute will be determined as follows:

- (a) A Participant who completes all of his Credited Service as an Employee will receive an amount of Normal Retirement Annuity equal to \$300 payable monthly for a period not to exceed sixty months during his lifetime and \$110 payable thereafter for as long as he lives.
- (b) A Participant who completes all of his Credited Service as a Part-Time Employee will receive an amount of Normal Retirement Annuity equal to \$135 payable

monthly for a period not to exceed sixty months during his lifetime and \$90 payable thereafter for as long as he lives.

(c) A Participant who completes his Credited Service not wholly as an Employee nor as a Part-Time Employee will receive an amount of Normal Retirement Annuity which is fairly and equitably pro-rated and adjusted accordingly as between the benefits set forth in subparagraphs (a) and (b), above, and such pro-ration will be based upon the respective lengths of Credited Service completed as an Employee and Part-Time Employee.

4.3 Amount and Form of Normal Retirement Annuity (Teamsters Local 688). The amount of Normal Retirement Annuity for a Participant in the employ of Teamsters Local 688 will be equal to \$40, multiplied by the number of years of Credited Service completed by the Participant at his Normal Retirement Date, up to a maximum of thirty years. Monthly payments of such Normal Retirement Annuity will commence on the Participant's Normal Retirement Date and will be payable thereafter for as long as he lives.

4.4 Amount and Form of Postponed Retirement Annuity (St. Louis Labor Health Institute). The amount and form of payment of monthly annuity payable to a Participant in the employ of the St. Louis Labor Health Institute at his Postponed Retirement Date will be the same as if the Participant had retired at his Normal Retirement Date.

4.5 Amount and Form of Postponed Retirement Annuity (Teamsters Local 688). The amount of Postponed Retirement Annuity for a Participant in the employ of Teamsters Local 688 will be equal to \$40, multiplied by the number of years of Credited Service completed by the Participant at his Postponed Retirement Date, up to a maximum of thirty years. Monthly

payments of such Postponed Retirement Annuity will commence at the Participant's Postponed Retirement Date and will be payable thereafter for as long as he lives.

4.6 Increased Benefits for Retired Participants. Anything to the contrary herein notwithstanding, in the event there is an amendment to the Plan increasing the benefits thereof, said increased benefits will be paid and made available as of the effective date of the amendment to each and every retired Participant, so long as the Trustees first receive a written opinion from a qualified actuary that the payments of said increased benefits to retired Participants do not violate any rules or regulations of the Internal Revenue Service or adversely affect the tax-exempt status of the Trust Agreement and the Plan.

Article 5 Death Benefits

5.1 Amount and Form of Death Benefit Before Normal Retirement Date. If a Participant dies before his Normal Retirement Date, no benefits will be payable under the Plan, nor will any person be entitled to same.

5.2 Amount and Form of Death Benefit After Normal Retirement Date (St. Louis Labor Health Institute). The amount and form of benefit payable upon the death of a Participant who was in the employ of the St. Louis Labor Health Institute immediately prior to his Normal Retirement Date will be determined as follows:

- (a) If the Participant dies after his Normal Retirement Date but while still in the employ of the Employer, his designated beneficiary will receive whatever pension benefits would have been payable to him during the sixty months next following his Normal Retirement Date and in the same manner and pursuant to the same schedule of benefits.

- (b) If the Participant dies after receiving his first annuity payment, his designated beneficiary will receive whatever pension benefits would have been payable to him for the remainder, if any, of the sixty months period next following his Normal Retirement Date or Postponed Retirement Date and in the same manner and pursuant to the same schedule of benefits.
- (c) If no beneficiary has been designated, benefits shall be paid to the Participant's surviving spouse or estate (in such order) as fully as if he, she, or it had been the designated beneficiary.

5.3 Amount and Form of Death Benefit After Normal Retirement Date (Teamsters Local 688). The amount and form of benefit payable upon the death of a Participant who was in the employ of Teamsters Local 688 immediately prior to his Normal Retirement Date will be determined as follows:

- (a) If the Participant dies after his Normal Retirement Date while still in the employ of the Employer or after receiving his first annuity payment, his surviving spouse, if any, will receive monthly payments of an amount equal to \$20, multiplied by the number of years of Credited Service completed by the Participant at his Normal Retirement Date or Postponed Retirement Date, up to a maximum of thirty years. Such monthly payments to the surviving spouse will commence on the first day of the month next following the date of the Participant's death and will be payable thereafter for as long as the surviving spouse lives.
- (b) For the purposes of subparagraph (a), above, *surviving spouse* will mean one married to the Participant at the time of the Participant's death who was also the Participant's lawfully wedded spouse at the time the Participant first became a Participant under the Plan.

If the Participant was not married at the time he first became a Participant under the Plan, then in order to be eligible for benefits under this Article 5.3, the surviving spouse must be the spouse of the Participant's first lawful marriage contracted after becoming a Participant and must also be the Participant's lawfully wedded spouse on the date of the Participant's death.

Article 6 Total And Permanent Disability

6.1 *Conditions for Qualification for Disability Benefit.* If a Participant (1) is in the employ of the St. Louis Labor Health Institute, (2) has completed ten or more years of Credited Service, (3) incurs a Total and Permanent Disability, as defined in Article 6.3, and (4) becomes entitled to disability benefits payable under Title II of the Social Security Act (as evidenced by a Certificate of Social Insurance Award), he will be eligible for a disability benefit under the Plan in accordance with Article 6.2.

6.2 *Amount of Disability Benefit.* The disability benefit provided for by the Plan will consist of a disability income payable during the Total and Permanent Disability of the Participant (so long as it exists) in a monthly amount of \$100 for Participants who are Employees immediately prior to their Total and Permanent Disability and \$45 for Participants who are Part-Time Employees immediately prior to their Total and Permanent Disability.

The first monthly disability payment will be made on the first day of the month coinciding with or next following the date of receipt of due proof of Total and Permanent Disability by the Trustees, and it will include such amounts as are necessary to pay the disability benefit to the Participant retroactive to the date of the commencement of the Participant's Total and Permanent Disability.

6.3 *Definition of Total and Permanent Disability.* Disability will be deemed to be *Total and Permanent Disability* whenever the Participant is wholly disabled by a bodily injury or disease and will be permanently, continuously and wholly prevented thereby from engaging in any occupation and performing any work for wage or profit. Evidence of such Total and Permanent Disability, as herein defined, must be certified in writing to the Employer by a reputable physician or surgeon selected by the Employer and licensed to practice medicine in the State of Missouri. Once given, the certification of said physician or surgeon will be binding on the Employer, the Participant and all other persons privy to their interest or affected by said determination.

Article 7 Special Limitations On Benefits

7.1 *When Article is Applicable.* The provisions of this Article 7 will take effect only if at any time prior to the ten-year period following the Effective Date Employer Contributions are discontinued or the Employer's full current costs have not been met. In this event, the amount of Employer Contributions which may be used to provide benefits for any Restricted Participant, as defined in Article 7.2, may not exceed that amount which would provide such Restricted Participant with the limited benefits described in Article 7.3.

7.2 *Definition of Restricted Participant.* For the purposes of this Article, a *Restricted Participant* is any Participant who, on the Effective Date, was one of the twenty-five highest paid participating Employees or Part-Time Employees of the Employer, and whose anticipated monthly annuity under the normal form was in excess of \$125 per month.

7.3 *Definition of Limited Benefits.* For the purposes of this Article the words *limited benefits* mean the monthly annuity provided by Employer Contributions not in excess of the greater

of (a) \$20,000 or (b) 20% of the first \$50,000 of the Participant's average regular annual salary, multiplied by the number of years of coverage under the Plan.

7.4 Application of Cancelled Reserves. The reserves on all retirement annuities which are cancelled under this Article will be applied to provide additional annuities for the remaining Participants. The total amount to be so applied will be distributed proportionately among such Participants on a basis consistent with the provisions of Article 11.

7.5 No Restriction on Payment While Plan is in Effect. While the Plan is in full force and effect and full current costs are being met by the Employer, the foregoing conditions will not restrict the current payment of the full retirement annuities provided under the Plan to retired Participants.

7.6 Restrictions may be Applied After Ten-Year Period. In the event the full current costs of the Plan are not met at the end of the ten-year period described above, these restrictions will continue to apply until such time as the full current costs are first met.

Article 8 Funding Of Plan Benefits

8.1 Group Annuity Contracts. All benefits under the Plan will be payable under a group annuity contract entered into by the Trustees with the insurance carrier selected by the Trustees, or by any other arrangement authorized by the Trustees, in accordance with the Trust Agreement. Such insurance carrier must be a reputable carrier experienced in pension underwriting and authorized to do business in the State of Missouri. No person will have any claim for benefits against any Employer, the Trustees or the insurance carrier except as may be specifically set forth in the Plan or the group annuity contract issued by the insurance carrier.

8.2 *Amount of Contributions.* No Participant will be required to make any contributions to the Plan. In no event may any Employer Contributions revert to the Employer or be used for or diverted to any purpose other than for the exclusive benefit of Participants, their spouses or their beneficiaries in accordance with the terms of the Plan and for the payment of administration expenses of the Plan.

8.3 *Forfeitures.* Any forfeitures or dividends which arise under the Plan will be applied by the Trustees toward the cost of the benefits provided under the Plan.

Article 9 Administration

9.1 *Administration of the Plan.* The Trustees will be responsible for the administration of the Plan, and will make such rules and regulations consistent with the orderly administration of the Plan as may be deemed necessary, in keeping with the powers and duties prescribed for them under the Trust Agreement. The Trustees may employ such agents, accountants, actuaries, attorneys or other qualified persons as may be deemed necessary for the proper administration of the Plan, in keeping with the powers and duties prescribed for them under the Trust Agreement. The Trustees will provide for each Participant to receive either a copy of the Plan or a booklet setting forth in summary form a statement of the essential features of the Plan.

Decision of Trustees. Except where the power of determination is expressly reserved to the Employer or the Insurance Company, the Trustees will have full power and authority to determine all matters arising in the administration, interpretation and application of the Plan, and the determination of any such matter by the Trustees will be conclusive on all persons. In the event of a deadlock on the part of the Trustees in any matters, such deadlock shall be broken as provided in the Trust Agreement, and the decision shall be final and binding. Any rules and

regulations and any exercise of discretion or other action by the Trustees will be equitable and non-discriminatory and will be uniform in application as between Participants.

9.2 Monthly Installments Less Than \$15. If the amount of any monthly installment payable under the Plan to any person under an annuity or other benefit is less than \$15.00, the actuarial value of the annuity or other benefit may be paid to such person in a lump sum. Such payment will be in full settlement of all liability under the Plan to the Participant.

9.3 Spendthrift Clause. No Participant, annuitant or beneficiary has the right to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit or payment under the Plan. All benefit payments to Participants, if and when such payments shall become due, shall, except as to persons under legal disability, be paid to such Participants in person and shall not be grantable, transferable or otherwise assignable in anticipation of payment thereof, in whole or in part, by the voluntary or involuntary acts of any such Participants or by the operation of law, and shall not be liable or taken for any obligation of such Participants.

To the extent permitted by law, no benefit or payment under the Plan will be subject to any claim or process of law by any creditor of a Participant, annuitant or beneficiary.

9.4 Jurisdiction. The Plan is created and established in the State of Missouri. The Plan will be construed, administered and enforced according to the law of the State of Missouri, fairly, equitably and in accordance with the purposes of the Plan. All questions pertaining to the validity or construction of the Plan and the accounts and transactions of the parties shall be determined in accordance with the laws of the State of Missouri.

9.5 No Effect on Continued Employment. Nothing contained in the Plan may be construed as conferring any rights upon any person for a continuation of his employment, or as in any way

affecting such employment, nor may it be construed as limiting in any way the right of the Employer to terminate the employment of, or to retire, any Employee or Part-Time Employee.

9.6 Personnel Data. The Employer will provide the Trustees with such personnel data as is required to carry out the provisions of the Plan with respect to the Employees and Part-Time Employees of the Employer.

9.7 Standard of Proof. The Trustees have the right to require submission of all necessary information before any benefit is paid, including records of employment, proofs of dates of birth, disability or death, and evidence of existence. No benefit dependent in any way upon such information will be payable unless and until the information so required has been furnished. The Trustees shall be the sole judges of the standard of proof required in any case. Anything contained herein to the contrary notwithstanding, the information and data contained in Exhibit B of the Pension Contract shall be binding and conclusive on the Trustees.

9.8 Applications and Misrepresentations. All applications for benefits under the Plan, whether on account of retirement, death, or disability, must be made in writing in the form and manner prescribed by or satisfactory to the Trustees. Any misrepresentation by the applicant will constitute grounds for the denial, suspension or discontinuance of benefits, in whole or in part, for such applicant, or for the cancellation or recovery of benefit payments made in reliance thereon.

9.9 Payment of Benefits under Legal Disability. In case any benefit payments hereunder become payable to a person who is adjudicated incompetent or, by reason of mental or physical disability, in the opinion of the Trustees, who is unable to administer properly such payments, then the Trustees may direct that such benefits be paid out for the benefit of such person in such of the following ways as they think best, and the Trustees

shall have no obligation or duty to see that the funds are used or applied for the purpose or purposes for which paid:

- (a) directly to any such person
- (b) to the legally appointed guardian or conservator of such person
- (c) to any spouse, parent, brother or sister of such person for his welfare, support and maintenance
- (d) by the Trustees using such payments directly for the support maintenance and welfare of any such person.

9.10 *Re-employment.* A Participant who retires under the Plan and who becomes re-employed will forfeit all rights to pension benefits due on or after the first day of such employment and during the period of such employment. If the Participant again retires and reapplys for pension benefits, and is otherwise qualified, subsequent benefit payments will begin on the first day of the calendar month which is more than sixty days after his subsequent retirement date. The pension benefits of such Participant who is re-employed, as set forth in this Article, will in no event duplicate the benefits previously received or forfeited by him, or the right thereto, or result in any discriminatory increase of benefits to him or in his favor by virtue of his said re-employment, it being the clear intention of the Plan that in no event will there be a duplication of benefits for any Participant, whether re-employed as herein stated or otherwise.

9.11 *Retirement Benefits Withheld.* Any pension benefits which are withheld from a Participant as a result of the forfeiture of such benefits under Article 9.10 will be payable to the Trustees and will become part of the Pension Fund. For the purpose of determining such Participant's futher benefits, if any, after his death or resumption of retirement, a benefit paid to the Trustees under this Article will be deemed to be a benefit paid to the Participant.

9.12 *Illegality of Provision.* In case any provision of the Plan is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Plan, but the Plan will be construed and enforced as if said illegal and invalid provision had never been inserted in the Plan.

Article 10 Amendment Of Plan

10.1 *Trustees' Right to Amend Plan.* Subject to the terms and conditions of the Trust Agreement and any applicable law or regulations, the Trustees may at any time or times amend or modify the Plan, retroactively or otherwise, in any respect consistent with the intent of the Plan that at all times it will conform to the applicable requirements of the Labor Management Relations Act, 1947, as amended, and to the Internal Revenue Code, and that Employer Contributions will be deductible as an item of expense by the Employer for income tax purposes.

10.2 *Qualification of Plan.* It is intended that the Plan will constitute a qualified pension plan under the applicable provisions of the U.S. Internal Revenue Code as now in effect or hereafter amended. Any modification or amendment of the Plan may be made retroactively, if necessary or appropriate, to qualify or maintain the Plan as a plan meeting the requirements of the applicable provisions of the U.S. Internal Revenue Code, as now in effect or hereafter amended, or any other applicable provisions of the U.S. Federal tax laws, as now in effect or hereafter amended or adopted, and the regulations issued thereunder.

10.3 *Amendment in Conformity with Trust Agreement.* If the Trust Agreement is amended by the insertion, modification, or deletion of any provisions relating to or affecting the Plan, the Trustees, to the extent legally permissible and in conformity with the foregoing provisions of this Article 10, will amend the Plan to effectuate the intent of such amendment to the Trust Agreement.

10.4 *Deletion of a Class of Participants.* If the Plan is amended to provide that no further retirement annuities are to be provided for a class of Participants, then the rights of all parties with respect to the coverage of Participants in such class who, as of the date of such amendment, are not transferred to another class or classes of Participants not affected by such amendment or by a similar prior amendment will be the same as though the Plan had been terminated under Article 11 for all Participants.

10.5 *Limitation on Amendment.* In no event may any amendment be made to the Plan which:

- (a) will cause any Plan funds to revert to the Employer; or
- (b) will divest any Participant of any benefit credited to him under the Plan before the effective date of the amendment, except as the same may be required by the U.S. Internal Revenue Service as a condition of preserving the Trust's Federal tax exempt status.
- (c) will cause or effect any discrimination in favor of officers or individuals whose principal duties consist of supervising the work of others, or highly compensated employees.

10.6 *Distribution of Copies.* If the Plan is amended, a copy of such amendment is to be furnished promptly to the Employer and the Insurance Company.

Article 11 Termination Of Plan

11.1 *Termination and Allocation of Funds.* It is expected that the Plan will be continued in effect indefinitely and that the Employer will continue to make such contributions under the Trust Agreement to the Pension Fund as are required to provide benefits under the Plan. However, if the Plan is terminated, or if at any time Employer Contributions are completely discontinued, any Employer Contributions, or funds attributable

thereto, not previously allocated for the benefit of retired Participants will be allocated so as to provide each Participant with the full amount of benefit which he has accrued under the Plan to the date of termination of the Plan or total discontinuance of Employer Contributions.

If the amount of Plan funds available is not sufficient to provide each Participant with the full amount of his accrued benefit, the Plan funds will be allocated to provide fully vested immediate or paid-up deferred retirement annuities for the Participants to the extend possible with the available funds and in the following order of priority:

- (a) To provide immediate retirement benefits for Participants who have then attained their Normal Retirement Dates, but who have not actually retired, in an amount equal to, and under the same annuity form as, the monthly retirement annuity to which the Participant is entitled under Articles 4.4 or 4.5, as applicable.
- (b) To provide immediate retirement benefits for Participants who are then receiving disability payments under Article 6, payable in an amount equal to the Participant's monthly disability payment for the remainder of the lifetime of the Participant.
- (c) To provide paid-up deferred retirement benefits under the normal annuity form for any other Participants, in an amount equal to the Participant's accrued benefit as of the date the Plan is terminated.

Within each category, Plan funds will be allocated on a pro-rata basis so as to provide each Participant with such proportion of his accrued benefit as can be provided by the amount of Plan funds available. The amount of benefit which each such Participant will receive will be in the same ratio to the amount of his accrued benefit as the amount of Plan funds available bears

to the total amount which would be required to provide the full amount of accrued benefit for each such Participant.

The determination as to the amount of accrued benefit which can be provided for Participants under this Article 11.1 will be based on an actuarial study and report by a qualified actuary to be designated by the Trustees.

11.2 Limitation of Benefits. Except as provided by Article 11.5, in no event may a Participant receive a larger retirement annuity benefit under this Article 11 than the total amount which he has accrued under the Plan to the date of termination of the Plan or total discontinuance of Employer Contributions.

11.3 Termination Benefits Unaffected by Continued Employment. Benefits, when determined as described above, will remain fixed regardless of any person's employment status thereafter.

11.4 Form of Annuity. If immediate retirement benefits are to be provided for a Participant, payments will commence on the first day of the month next following the date of termination of the Plan. If deferred retirement benefits are to be provided for a Participant, payments will commence on the Participant's Normal Retirement Date. For the purpose of determining a Participant's Normal Retirement Date under Article 3.1 or Article 3.2, as applicable, in the event of termination of the Plan each succeeding twelve-month period from the date of termination of the Plan shall be considered to be a year of Credited Service or participation in the Plan, as applicable, which meets the requirements of sub-paragraphs (b) and (c) thereof, and it will be assumed that twenty weeks' contributions have been paid to the Pension Fund on behalf of the Participant for each such year.

11.5 Allocation of Remaining Balance. If, after the provision of Article 11.1 have been applied, any balance remains in the Plan funds, such remaining balance will be allocated among all Participants then in the active employment of the Employer in

accordance with a non-discriminatory formula to be determined by the Trustees. Any such amount to be allocated to the Participant may be in cash or in the form of an annuity contract at the discretion of the Trustees. The determinations to be made under the provisions of this Article 11.5 will be based on an actuarial study and report by a qualified actuary to be designated by the Trustees.

(As amended
1-1-71 by

EXHIBIT C

**Am. #1) Schedule of Participant Contributions
(As referred to in Section 2.1 of Contract)**

Scale of contributions payable under the Plan as of January 1, 1971 with respect to each active participant in the Plan:

As to St. Louis Labor Health Institute—

Full-time employees \$14.00 per week per active participant

Part-time employees \$ 8.00 per week per active participant

As to Teamsters Local 688—

Calendar year 1970 \$22.00 per week per active participant

Calendar year 1971 \$28.00 per week per active participant

Calendar year 1972 \$34.00 per week per active participant

Calendar year 1973 \$40.00 per week per active participant

(Substituted by Amendment No. 1, effective January 1, 1971)

APPENDIX D

Gibbons Depo Ex. No. 11 (8-21-76 P.C.H.)

September 28, 1971

Mr. Richard Kavner
Teamsters Local 688
300 South Grand Blvd.
St. Louis, Missouri 63103

Dear Dick:

Regarding your inquiry pertaining to that portion of the LHI - 688 Employees Retirement and Pension Program (break of service), the contract pertaining to that part of the Pension Program break of service reads as follows:

“Except as stated in (1) and (2) below, an Employee’s or Part-Time Employee’s Credit Service will be broken if the Employee or Part-Time Employee leaves the service of the Employer and the Related Employer for a period of at least fifty-two consecutive weeks.

- (1) Credited Service will not be broken if the Employee or Part-Time Employee is on a leave of absence authorized in writing by the Employer or the Related Employer. All leaves of absence granted by the Employer to Employees and Part-Time Employees will be granted on a uniform and consistent basis uniformly and consistently applied with respect to all Employees and Part-Time Employees so that all Employees and Part-Time Employees will be treated in this respect on a non-discriminatory basis.
- (2) Any Employee or Part-Time Employee who leaves the service of the Employer or the Related Employer to enter the armed forces of the United States of

America will be considered to be on leave of absence authorized by the Employer (just as effectively as if in writing and approved by the Employer) during the period of his service in such armed forces and during any period after his discharge from such armed forces in which his re-employment rights are guaranteed by law."

Our records show that the first meeting held for the purpose of discussing a possible Pension Program for LHI and 688 employees started September 30, 1968. You are aware of the many changes of individual employee names under eligibility that took place prior to the final list being submitted to IRS December 17, 1969 for approval. We fail to find on any of the lists prepared for the carrier underwriting the program the name of Edward Brown.

In further checking with the carriers' representative, and our actuary, it is their opinion that there would be no way of making any individual eligible under the minimum requirements for the Pension Program, unless, (a) he was employed at the time the program went into effect; (b) he conformed with the 20 years service; and (c) he had 2 years of payment under the program.

To change this formula, it would seriously jeopardize the position of the Fund and all eligible employees who qualify for pension benefits as outlined above. This also is the opinion of Stanley Rosenblum, Attorney representing the LHI-688 Employees Retirement and Pension Program.

I hope this information is what you request from us.

Sincerely,

Labor Management Consultants, Inc.

/s/ Tony Remshardt
President

TR/bp

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